

STATE OF ILLINOIS
BEFORE THE ILLINOIS COMMERCE COMMISSION

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SPRINT COMMUNICATIONS L.P. d/b/a)
SPRINT COMMUNICATIONS)
COMPANY L.P., SPRINTCOM, INC.,)
WIRELESSCO, L.P., NEXTEL WEST)
CORP., and, NPCR, INC.,)

Complainants,

v.

ILLINOIS BELL TELEPHONE)
COMPANY,)

Respondent.

Docket No. 07- 0629

Direct Testimony of Jason Constable

On Behalf of AT&T Illinois

March 25, 2008

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Jason E. Constable. My business address is 308 S. Akard, Room 720,
4 Dallas, Texas 75202.

5 **Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?**

6 A. I am employed by AT&T Services, Inc. as an Area Manager – Regulatory Relations. My
7 primary responsibility is to represent AT&T's various operating companies, including
8 Illinois Bell Telephone Company, d/b/a AT&T Illinois, in the development of network
9 policies, procedures, and plans from both a technical and regulatory perspective. I assist
10 in developing corporate strategy associated with switching, Signaling System 7 ("SS7"),
11 call-related databases, and emerging technologies such as Internet Protocol ("IP")-based
12 technologies and services. I am also responsible for representing the company's network
13 organization in negotiations and arbitrations with Competitive Local Exchange Carriers
14 ("CLECs").

15 **Q. PLEASE OUTLINE YOUR WORK EXPERIENCE.**

16 A. I have had a variety of telecommunications experiences, including nine years of service
17 in AT&T Network Operations. I started as a Tier 1 hardware maintenance technician for
18 various end-office switches for nine months until I was promoted into management. I
19 then spent two years simultaneously managing two crews. One crew was responsible for
20 resolving troubles associated with AT&T's SS7, Local Number Portability ("LNP") and
21 Advanced Intelligent Network ("AIN") networks. The other crew was a team of switch
22 software technicians who proactively sought and corrected switch translations errors
23 associated with routing and billing. I also worked for two years as a system administrator
24 and Tier 2 support for AT&T's call-related databases, including AIN, Line Information

Database ("LIDB"), and 800. During my employment, I have taken numerous training courses from Telcordia and various vendors, including the following:

- Transmission Control Protocol / Internet Protocol ("TCP/IP") Architecture from IBM
- Integrated Service Control Point ("ISCP") Operations
- 5ESS Switching Translations Routing and Charging
- Access Signaling System 7
- AIN Network Operations and Maintenance
- LNP Local Number Portability Operations
- Ericsson AXE Basic Methods of Operation
- DMS-100 Operations and Maintenance
- Principles of Digital Transmission
- Network Fundamentals

Prior to my service with AT&T, I built, programmed, and repaired small PBX systems for the Xeta Corporation, and I taught AC, DC, and Solid State electronics at a vocational institute.

Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?

A. I received an Associate Degree in the Arts from Tulsa Community College, and a Bachelors Degree in Elementary Education, Magna Cum Laude, from Langston University.

45 **II. PURPOSE**

46 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

47 A. I explain AT&T Illinois' positions with regard to certain aspects of Sprint's¹ request to
48 port, pursuant to FCC Merger Commitment 7.1, an interconnection agreement from the
49 state of Kentucky ("Kentucky ICA") to Illinois. As explained in detail by AT&T Illinois
50 witness Scott McPhee, any such porting is subject to state-specific pricing and
51 performance plans; technical feasibility; technical, network and Operations Support
52 System ("OSS") attributes and limitations; and the laws and regulatory requirements of
53 the state into which the interconnection agreement is to be ported. My testimony focuses
54 on network issues relating to Resale, Interconnection, and Collocation, and on SS7, 911
55 and General Terms and Conditions ("GT&Cs").

56 **III. ATTACHMENT 1, RESALE**

57 **Q. WHAT CONTRACT LANGUAGE IN THE RESALE ATTACHMENT WILL**
58 **YOU ADDRESS?**

59 A. I will explain why the Customized Routing language in Section 4.3.1 of Attachment 1
60 (Resale) of the Kentucky ICA must be deleted in order for the Kentucky ICA to be ported
61 to Illinois.

62 **Q. WHAT IS CUSTOMIZED ROUTING?**

63 A. Customized Routing is a service that enables a CLEC to route its own Operator Services
64 ("OS") and/or Directory Assistance ("DA") traffic from a UNE line to a CLEC-selected
65 OS and/or DA platform, other than the AT&T Illinois OS and/or DA platform.

¹ For purposes of my testimony, "Sprint" includes the Complainants Sprint Communications L.P., SprintCom, Inc., WirelessCo, L.P., Nextel West Corp, and NPCR, Inc.

66 **Q. WHAT IS THE LANGUAGE IN THE KENTUCKY ICA THAT MUST BE**
67 **DELETED?**

68 A. Attachment 1 includes a Section 4.3.1, entitled "Routing to Directory Assistance,
69 Operator and Repair Services," which comprises twelve subsections. Because Section
70 4.3.1 is more than a page long, I am not reproducing it here. Generally, though, Section
71 4.3.1 provides for Customized Routing.

72 **Q. WHY MUST SECTION 4.3.1 BE DELETED?**

73 A. The FCC required Customized Routing only in conjunction with UNE switching.² When
74 the FCC released its *Triennial Review Remand Order*,³ which did away with the
75 requirement to offer switching as a UNE, the obligation to offer Customized Routing also
76 went away. AT&T Illinois therefore discontinued the processes and procedures to offer
77 Customized Routing, and it can no longer offer the service today.

78 **Q. THAT MAKES SENSE, BUT IS THERE LANGUAGE IN MERGER**
79 **COMMITMENT 7.1 THAT ALLOWS AT&T TO DECLINE TO PORT**
80 **CONTRACT PROVISIONS ON THAT BASIS?**

81 A. Yes, there is. The merger commitment provides that an interconnection arrangement or
82 UNE is not subject to porting "unless it is feasible to provide, given the . . . OSS
83 attributes and limitations in . . . the state for which the request is made." AT&T Illinois'
84 discontinuance of the processes and procedures to offer Customized Routing means that
85 AT&T Illinois' OSS attributes and limitations make it infeasible to provide Customized
86 Routing.

² "[W]here switching is unbundled, we require incumbent LECs to provide . . . customized routing necessary to use alternative providers." *In the Matter of Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No., (rel. Aug. 21, 2003) ("*Triennial Review Order*" or "*TRO*"), ¶ 560.

³ Order on Remand, *In the Matter of Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-290, (rel. Feb. 4, 2005) ("*Triennial Review Remand Order*" or "*TRRO*").

87 **Q. THE CUSTOMIZED ROUTING LANGUAGE THAT AT&T DELETED WAS IN**
88 **THE RESALE ATTACHMENT. DOES THAT AFFECT THE REASON FOR**
89 **THE DELETION?**

90 **A.** I am informed that AT&T Illinois never offered customized routing in the resale context,
91 which would mean that AT&T Illinois' OSS was never equipped to deal with orders for
92 (or billing for, etc.) customized routing at resale. Either way, the bottom line is that the
93 language must be deleted due to OSS limitations.

94 **Q. HAVING DELETED SECTION 4.3.1 FROM THE RESALE ATTACHMENT, DID**
95 **AT&T REPLACE IT WITH ANY SUBSTITUTE LANGUAGE?**

96 **A.** Yes. AT&T Illinois replaced the Customized Routing provisions in the Kentucky ICA
97 with OS/DA branding language. OS/DA branding would allow Sprint's end users to use
98 an AT&T Illinois OS/DA platform, as if Sprint was actually providing the OS/DA
99 service. This service may be helpful to Sprint if it wishes to use the AT&T Illinois
100 OS/DA platform. However, if Sprint doesn't want this language in its ICA, then AT&T
101 Illinois is willing to remove it.

102 **IV. ATTACHMENT 3, INTERCONNECTION**

103 **Q. HOW IS THIS SECTION OF YOUR TESTIMONY ORGANIZED?**

104 **A.** In this Section IV, I address a variety of provisions in Attachment 3 (Local
105 Interconnection) of the Kentucky ICA that must be modified to reflect differences
106 between Kentucky and Illinois with respect to network architecture and billing OSS, and
107 to reflect Illinois law as established by this Commission. Some of the matters I address
108 concern a single contract provision, while others concern multiple provisions. I begin my
109 discussion of each subject matter with a centered heading, like the one immediately
110 following this Answer, that identifies the affected section or sections in Attachment 3 of
111 the Kentucky ICA.

112 *Section 2.8.1 language dealing with Virtual Points of Interconnection*

113 **Q. WHAT IS THE SUBJECT MATTER OF SECTION 2.8.1 OF ATTACHMENT 3?**

114 A. Section 2.8 deals with Points of Interconnection ("POI"). The first subsection of Section
115 2.8 – Section 2.8.1 – addresses the establishment of initial points of interconnection.
116 Within Section 2.8.1 is language that permits Sprint to establish a POI at an
117 interexchange carrier ("IXC") Point of Presence or some other location that is within five
118 miles of an AT&T Kentucky tandem or end office. This is sometimes referred to as a
119 virtual POI, because it is a point of interconnection that is not actually on the ILEC's
120 network.

121 **Q. WHAT CHANGE MUST BE MADE TO SECTION 2.8.1, AND WHY?**

122 A. The Illinois Commerce Commission has ruled that all POIs must be on the ILEC's
123 network.⁴ Consequently, the virtual POI language in Section 2.8.1 is, in the words of
124 Merger Commitment 7.1, not "consistent with the . . . regulatory requirements" of
125 Illinois. AT&T Illinois therefore deleted that language from the Kentucky ICA.

126 *Section 2.3.1 language dealing with Virtual Collocation*

127 **Q. WHAT IS THE SUBJECT OF SECTION 2.3.1 OF ATTACHMENT 3 OF THE**
128 **KENTUCKY ICA?**

129 A. Section 2.3.1 is the first subsection of Section 2.3, which addresses "Wireless Network
130 Interconnection." Section 2.3.1 identifies three methods of interconnection that are
131 available to Sprint PCS in Kentucky. One of those three methods is virtual collocation.

⁴ Arbitration Decision, *MCIMetro Accesss Transmission Services, Inc., et al. Petition for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with Illinois Bell Telephone Company Pursuant to Section 252(b) of the Telecommunications Act of 1996* (Docket 04-0469) (ICC Nov. 30, 2004) ("MCI Arbitration Decision"), at p. 79.

132 **Q. WHAT IS VIRTUAL COLLOCATION?**

133 A. Virtual Collocation is an arrangement that allows a carrier to place its equipment in the
134 same general area in the ILEC's premises as the ILEC's equipment. The ILEC then
135 provides all the maintenance and support for the other carrier's equipment. Virtual
136 Collocation differs from Physical Collocation, whereby the carrier establishes a "cage" in
137 the ILEC's premises to place its equipment in. The cage separates the ILEC's equipment
138 and space from the other carrier's equipment and space, and the carrier is then
139 responsible for the maintenance and support of its equipment and the ILEC is not allowed
140 access to the caged area.

141 **Q. WHAT CHANGE MUST BE MADE TO SECTION 2.3.1?**

142 A. Section 2.3.1 in the Kentucky ICA provides that, "Rates for virtual collocation will be
143 based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or
144 BellSouth's Intrastate Access Services Tariff, Section E20." That reference to
145 BellSouth's tariffs must had to be changed to AT&T Illinois' FCC tariff No. 2,
146 Section 16 (concerning Ameritech Central Office Interconnection).

147 **Q. IS THAT CHANGE REFLECTED IN THE REDLINE AT&T ILLINOIS FILED**
148 **IN THIS PROCEEDING ON MARCH 24, 2008?**

149 A. No. That redline shows the language in Section 2.3.1 governing virtual collocation as a
150 deletion. In preparing this testimony, however, I recognized that it would be more
151 appropriate to change the reference to the BellSouth tariffs to a reference to an AT&T
152 Illinois tariff under which Sprint could obtain virtual collocation.

153 ***Section 2.3.2 reference to BellSouth Technical Publication***

154 **Q. WHAT DOES SECTION 2.3.2 CONCERN?**

155 A. Section 2.3.2 is in the portion of Attachment 3 that addresses wireless interconnection. It
156 is a rather long provision that includes the following sentence: “BellSouth will provide
157 out-of-band signaling using Common Channel Signaling Access Capability where
158 technically and economically feasible in accordance with the technical specifications
159 set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905.”

160 **Q. WHAT CHANGE DID AT&T MAKE TO THAT LANGUAGE?**

161 A. AT&T deleted the reference to the BellSouth Guidelines, because it is not appropriate for
162 an Illinois agreement to refer to technical guidelines that do not pertain in Illinois. In the
163 redline that AT&T gave Sprint and filed in this proceeding, the sentence quoted above
164 was deleted in its entirety. Upon further consideration, AT&T Illinois is willing to leave
165 the sentence in Section 2.3.2, but with a reference to the technical publication that
166 pertains in Illinois. Accordingly, the sentence (with the first word also appropriately
167 changed) would read: “AT&T will provide out-of-band signaling using Common Channel
168 Signaling Access Capability where technically and economically feasible in accordance
169 with the technical specifications set forth in GR-905-CORE.”

170 ***Section 2.9.5.1 dealing with charges for facilities and trunks.***

171 **Q. WHAT DOES SECTION 2.9.5.1 OF ATTACHMENT 3 TO THE KENTUCKY ICA**
172 **SAY?**

173 A. Section 2.9.5.1 provides:

174 For two-way interconnection trunking that carries the Parties’ Local and
175 IntraLATA Toll Traffic only, excluding Transit Traffic, and for the two-way
176 Supergroup interconnection trunk group that carries the Parties Local and
177 IntraLATA Toll Traffic, plus Sprint CLEC’s Transit Traffic, the Parties shall be
178 compensated for the nonrecurring and recurring charges for trunks and facilities at

179 50% of the applicable contractual or tariff rates for the services provided by each
180 Party. Sprint CLEC shall be responsible for ordering these two-way trunk groups.

181 **Q. WHAT CHANGES MUST BE MADE TO THAT LANGUAGE IN ORDER FOR**
182 **IT TO PORTED TO ILLINOIS?**

183 A. The main thrust of the provision is that the parties will be paid for trunks and facilities at
184 50% of the applicable contract or tariffed rates for services provided by each party.
185 AT&T Illinois does not charge for trunks, however, and therefore does not have an OSS
186 that can be used to bill for trunks. Consequently, to the extent the provision applies to
187 charges for trunks, it does not apply in Illinois. Nor does the provision apply in Illinois to
188 the extent it applies to charges for facilities, because this Commission has ruled that each
189 party is responsible for the cost of the facilities on its side of the POI.⁵ The bulk of
190 Section 2.9.5.1 must therefore be deleted; all that appropriately remains is the portion that
191 provides that Sprint CLEC shall be responsible for ordering two-way trunk groups.

192 *Section 2.9.8.2.1, Sections 2.9.8.2.3 – 2.9.8.2.3.3, Section 2.9.8.2.6,*
193 *Sections 2.9.11.6 – 2.9.11.6.4 & Section 6.4 dealing with separate trunk*
194 *groups for access traffic.*

195 **Q. PLEASE EXPLAIN THE DIFFERENCES IN TRUNKING BETWEEN THE**
196 **AT&T ILLINOIS AND AT&T KENTUCKY NETWORKS.**

197 A. Trunk groups in Kentucky are configured to handle combined local (or Section
198 251(b)(5)) and switched access traffic (which I will also refer to as “IXC traffic”⁶).
199 However, transit traffic – i.e., traffic that originates with a carrier other than AT&T
200 Kentucky, transits the AT&T Kentucky network, and is then handed off to another carrier
201 (and this includes both local and switched access traffic) – must be routed over separate
202 trunk groups. In Illinois, the trunking configuration is exactly the opposite: Each CLEC

⁵ MCI Arbitration Decision (Docket 04-0469), at p. 79.

⁶ An IXC is an interexchange carrier, i.e., a carrier of “long distance” traffic, to which access charges apply.

establishes a two-way meet point trunk group to carry IXC traffic to the AT&T Illinois tandem where the CLEC has homed its NPA/NXX codes. The CLEC establishes a separate trunk group to carry local, intraLATA, and transit traffic to the AT&T Illinois tandem that is designed to switch these traffic types.

So, AT&T Kentucky requires separate trunk groups for transit traffic, but local and access traffic are combined, while AT&T Illinois requires separate trunk groups for switched access traffic, while local, intraLATA and transit traffic are combined. The Kentucky configuration is reflected in language in Attachment 3 of the Kentucky ICA, and that language needed to be changed to accommodate the Illinois configuration. I discuss next the Illinois requirement for a separate trunk group for access (or IXC) traffic. Immediately after that, I turn to the other side of the coin – the different treatment of transit traffic in Illinois.

Q. WHY IS A SEPARATE TRUNK GROUP REQUIRED FOR IXC TRAFFIC IN ILLINOIS?

A. As I explain below, it is required by this Commission. The practical reason for the requirement is billing: The OSS used by AT&T Illinois cannot separate IXC traffic from local, intraLATA, and transit traffic. As a result, a separate meet point trunk group for IXC traffic is necessary in order for AT&T Illinois to be able to bill the CLEC correctly for IXC traffic.

Q. WHEN DID THE ILLINOIS COMMERCE COMMISSION RULE THAT SEPARATE TRUNK GROUPS MUST BE ESTABLISHED FOR IXC TRAFFIC?

A. In the *MCI Arbitration Decision* (Docket 04-0469), at p. 102, this Commission ruled:

CLECs must use separate trunks or trunk groups to carry IXC traffic. *See AT&T Arbitration*, 03-0239, at 151-154. Different traffic types currently are subject to different inter-carrier compensation regimes – and thus rates. Accurate tracking and billing of traffic exchanged between parties is

229 important to ensure the terminating party receives appropriate compensation
230 for terminating traffic.

231 **Q. WHAT PROVISIONS IN THE KENTUCKY ICA MUST BE CHANGED**
232 **BECAUSE THEY ALLOW IXC TRAFFIC TO BE COMBINED WITH**
233 **LOCAL/INTRALATA TRAFFIC ON THE SAME TRUNK GROUPS?**

234 A. Section 2.9.8.2 in Attachment 3 of the Kentucky ICA allows Sprint to establish
235 Supergroup interconnection trunks, which combine local, intraLATA, transit, and
236 switched access traffic all on one trunk group. AT&T modified that provision to conform
237 with Illinois regulatory requirements by deleting the reference to switched access traffic.
238 Additionally, the Kentucky ICA includes a Section 2.9.11.6, which allows Sprint to
239 establish local over Feature Group D trunking. This type of trunk group is similar to a
240 Supergroup in that it combines Local, IntraLATA, Transit, and IXC traffic all on one
241 trunk group. As a result, it would create the same billing problem in Illinois as the
242 Supergroup, and so is inconsistent with the requirements this Commission established in
243 the arbitration decisions identified above. Accordingly, AT&T deleted Section 2.9.11.6.

244 **Q. WHY DIDN'T AT&T MODIFY SECTION 2.9.11.6, AS IT DID SECTION 2.9.8.2,**
245 **INSTEAD OF DELETING IT ALTOGETHER?**

246 A. Because the whole point of Section 2.9.11.6 is to allow Feature Group D trunks, which in
247 Illinois can be used only for IXC traffic, to be used for local traffic. As a result, Section
248 2.9.11.6, unlike Section 2.9.8.2, cannot be conformed with Illinois regulatory
249 requirements merely by deleting a word here or there.

250 *Sections 2.9.7, 2.9.7.1 and 2.9.7.3.3 language dealing with separate*
251 *trunk groups for transit traffic.*

252 **Q. CAN TRANSIT-ONLY TRUNK GROUPS BE ORDERED FROM AT&T**
253 **ILLINOIS?**

254 A. No. As I explained above, AT&T Illinois does not have transit-only trunk groups.
255 Likewise it does not have OSS capable of ordering such trunk groups. Additionally, the

Kentucky transit trunk groups carry both local and access traffic and bill accordingly. As I discussed above, AT&T Illinois' trunk groups cannot accurately bill local and access traffic if they are combined on the same trunk groups. Additionally, the Commission, in arbitrating an issue dealing with rates, terms and conditions for transit traffic, noted that combining transit traffic over local/intraLATA trunks groups constitutes "a reasonable proposal."⁷

Q. IS IT TECHNICALLY FEASIBLE FOR AT&T ILLINOIS TO SEGREGATE ITS ORIGINATING AND TRANSITED TRAFFIC OVER SEPARATE TRUNK GROUPS TO CLECS?

A. No. AT&T Illinois routes traffic based on the dialed digits of the call (*i.e.*, the NPA/NXX). AT&T Illinois translates each local NPA/NXX to a specific trunk group. Calls that are originated by a third party carrier are routed on the same basis as calls originated by AT&T Illinois. As a result, all the traffic will be pointed to the same trunk group, and AT&T Illinois' network is not configured to route such traffic separately.

Q. WHAT CHANGES HAD TO BE MADE TO ATTACHMENT 3 TO ADDRESS THE FACT THAT SEPARATE TRUNK GROUPS FOR TRANSIT TRAFFIC CANNOT BE ESTABLISHED ON AT&T ILLINOIS' NETWORK?

A. Sections 2.9.7 and 2.9.7.1 provide for separate trunk groups for transit traffic, so AT&T deleted those provisions. (AT&T also inserted language providing that transit service will be billed at the rates found in the Pricing Schedule.) In addition, Section 2.9.7.3.3, which concerns toll free traffic, included references to separate transit traffic trunk groups, and those references were deleted and replaced with references to meet point trunk groups.

⁷ "SBC made clear that Section 5.0 does not require separate trunks for transit traffic. Instead, Section 6.0 provides that MCI only be required to establish direct trunking between it and another carrier when the traffic reaches the DS1 level. The Commission views this as a reasonable proposal." *MCI Arbitration Decision*, at 124

279 V. ATTACHMENT 4, COLLOCATION

280 Q. DID AT&T ILLINOIS REDLINE THE COLLOCATION ATTACHMENT AS IT
281 DID MOST OF THE OTHER ATTACHMENTS?

282 A. No. As AT&T Illinois witness Fuentes-Niziolek explains, so many changes were
283 required to the Collocation attachment that the only practical approach was to replace the
284 entire attachment. Ms. Fuentes-Niziolek describes the differences in collocation between
285 Kentucky and Illinois from a product and policy perspective, while I discuss certain
286 network differences between the states as they relate to collocation. Specifically, I will
287 address the differences in providing power, cable splicing and the requirement for CLECs
288 to pay 50% of the costs to establish collocation up front. In each instance that I discuss,
289 language in the Kentucky ICA would have had to be modified for Illinois. It was the
290 necessity for these changes, in addition to those Ms. Fuentes-Niziolek discusses, that led
291 AT&T to conclude that the only practical solution was to replace the entire attachment.

292 *Section 7.4 – billing for power*

293 Q. WHAT DOES SECTION 7.4 OF ATTACHMENT 4 OF THE KENTUCKY ICA
294 SAY ABOUT BILLING FOR POWER IN COLLOCATION SPACE?

295 A. Section 7.4 provides that BellSouth will bill Sprint for power in Sprint's collocation
296 space based on the amperage Sprint orders. Thus, for example, if Sprint orders a 20-amp
297 fuse, then it is billed for 20 amps of power.

298 **Q. WHY CAN THAT PROVISION NOT BE CARRIED OVER TO ILLINOIS?**

299 A. Because this Commission has ruled that CLECs must be allowed to self-report the
300 amount of power they utilize.⁸ Thus, a CLEC that reports it uses 17 amps of power is
301 billed for 17 amps of power. Section 7.4 would have had to be modified accordingly.

302 *Section 5.2 – cable splicing*

303 **Q. WHAT IS THE SUBJECT MATTER OF SECTION 5.2 OF ATTACHMENT 4 OF**
304 **THE KENTUCKY ICA?**

305 A. Section 5.2 provides that Sprint may place Sprint-owned or Sprint-leased fiber entrance
306 facilities into the Collocation Space, and then goes on to address the particulars of the
307 placement of such fiber entrance facilities.

308 **Q. IS THERE SOMETHING ABOUT THOSE PARTICULARS THAT WILL NOT**
309 **WORK IN ILLINOIS?**

310 A. Yes, in Kentucky, and as provided in Section 5.2, the CLEC – Sprint, in this instance –
311 brings its fiber into the central office fiber vault and AT&T Kentucky brings fiber to the
312 CLEC fiber and splices the two fiber strands together. To arrange for this to happen, the
313 CLEC places a splicing order via an AT&T Kentucky OSS called the Electronic
314 Application (“E-APP”) system. In contrast, AT&T Illinois does not perform such
315 splicing; instead, the CLEC brings its fiber into the central office building with sufficient
316 slack for AT&T Illinois to terminate the CLEC fiber to the appropriate fiber termination
317 equipment. AT&T Illinois makes use of an OSS called the Collocation Application
318 Portal, which does not allow for the ordering of cable splicing. Thus, because of an

⁸ Order (Docket No. 05-0675) *Illinois Bell Tel. Co. Proposed Revision to the Collocation Tariffs to Eliminate Charges for DC Power on a Per Kilowatt-hour Basis and to Implement Charging on a Per-Amp Basis* (Ill. Comm. Comm’n July 12, 2006), at 28.

319 Illinois OSS limitation, Section 5.2 of the Kentucky Attachment 4 cannot be ported to
320 Illinois as is.

321 *50% up-front payment requirement of collocation*

322 **Q. WHAT IS THE LAST REQUIRED CHANGE TO ATTACHMENT 4 THAT YOU**
323 **WILL DISCUSS?**

324 A. In Illinois, a collocating carrier must pay 50% of the non-recurring charges for
325 collocation space when the carrier submits an application for collocation space. There is
326 no such requirement in Kentucky, so appropriate language would have had to be added to
327 the provisions in Kentucky Attachment 4 governing ordering, provisioning and billing for
328 collocation space. The language in question, which appears in Section 8.1.5.2.1 of the
329 substitute collocation attachment AT&T provided Sprint, provides:

330 The Collocator has sixty-five (65) calendar days after request for physical
331 collocation is granted to remit a signed confirmation form along with a
332 check for the Planning Fee and fifty percent (50%) of all the applicable
333 non-recurring charges. After sixty-five (65) calendar days, a new
334 application and Planning Fee are required. Space is allocated on a "first
335 come-first served" basis.

336 **Q. GRANTED THAT A 50% UP-FRONT PAYMENT IS NORMALLY REQUIRED**
337 **IN ILLINOIS, WHY DOES THAT MEAN IT MUST BE INCLUDED IN THE**
338 **PORTED ICA?**

339 A. There are two reasons. First, AT&T Illinois' OSS are designed to reject a collocation
340 order if such a payment has not been made. As I mentioned above, CLECs submit
341 collocation requests through the CAP. CAP verifies with the Customer Access Billing
342 System ("CABS") that the CLEC has made the necessary 50% payment before it will
343 process the CLEC's orders. Second, the 50% up-front payment, which is a requirement

both in Illinois interconnection agreements and in AT&T Illinois' state tariff, is a state-specific pricing plan.⁹

VI. AMENDMENT 7, TRRO

Q. WHAT CHANGE DID AT&T MAKE TO AMENDMENT 7, TRRO?

A. AT&T Illinois removed from Amendment 7 language relating to SS7 and the 911 PBX Locate Service®. In the case of SS7, AT&T Illinois is no longer required to offer SS7 as a UNE, and therefore it no longer has OSS to provision and bill SS7 at UNE rates. AT&T Illinois has never offered the 911 PBX Locate Service®, as it was developed and offered by the pre-merger BellSouth Telephone Company. Accordingly, AT&T Illinois does not have OSS for that product. Changes were made to Amendment 7, Exhibit 1 in Section 7 and 7.3 relating to the 911 PBX Locate Service® for the same reason.

Q. DOES THIS MEAN THAT AT&T ILLINOIS WILL NOT BE OFFERING SS7 OR 911 SERVICES TO SPRINT?

A. No. AT&T Illinois has SS7 and 911 products and services that it will continue to make available to Sprint. However, those services do not function exactly as the AT&T Kentucky counterparts do. Consequently, AT&T Illinois' OSS are not sufficient to order and bill all of the functionality and rates that are included in the Kentucky ICA.

Q. WAS IT NECESSARY TO MAKE CHANGES TO THE TRRO AMENDMENT EXHIBIT 1 AS WELL?

A. Yes. AT&T made minor changes relating to references to the AT&T Illinois maintenance center and Interconnection websites.

⁹ "Requesting Carrier's written verification shall be accompanied by Requesting Carrier's (and, if applicable, each Resident Collocator's) payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the "Initial COBO Payment"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid." ILL. C.C. No. 20, Part 23- Interconnection Service for Local Telecommunications Carriers, Section 4 - Collocation Services 8th Revised Sheet No. 1.

365 Q WHAT WAS THE CHANGE HAVING TO DO WITH THE MAINTENANCE
366 CENTER?

367 A. Section 1.13.4.1 refers to the AT&T maintenance center as the UNE Customer Wholesale
368 Interconnection Network Services (CWINS) Center, which is what the appropriate
369 maintenance center is known as in Kentucky. In Illinois, however, the AT&T Illinois'
370 maintenance center is called the Wholesale Customer Maintenance Center. AT&T
371 Illinois simply substituted the correct name in the ICA.

372 Q WHAT WAS THE CHANGE HAVING TO DO WITH AT&T'S
373 INTERCONNECTION WEBSITE?

374 A. Section 2.1.4.6 of the Kentucky ICA stated that Sprint could find a list of the impaired
375 wire centers in Kentucky on the AT&T Interconnection website. That information for
376 Illinois is not located on that website, but can instead be found on the CLEC online
377 website. Again, AT&T Illinois simply swapped the correct reference for the incorrect
378 reference.

379 VII. ATTACHMENT 1, GENERAL TERMS AND CONDITIONS ("GT&C")

380 *Section 6.10 – 6.11 dealing with providing directory listing information*
381 *to third parties.*

382 Q ON WHAT BASIS DID AT&T ILLINOIS MODIFY THE DIRECTORY LISTING
383 INFORMATION?

384 A. AT&T Illinois deleted the following sentence: "BellSouth will not sell or license Sprint's
385 White Pages directory listing information to any third party without Sprint's prior written
386 consent." In its place, AT&T inserted the standard AT&T Illinois language that describes
387 how AT&T Illinois will serve as the single point of contact for providing Sprint's directory
388 listing information to third parties in the same manner as it provides its own information to
389 third parties, at no charge to Sprint. AT&T Illinois made such changes because its Directory

390 Listing OSS are not capable of segregating Sprint's end user listings from those of AT&T
391 Illinois or other third parties. Thus, they must all be treated in parity.

392 ***Section 23 dealing with Operator Services and Directory Listing***
393 ***Branding***

394 **Q. WHAT CHANGES MUST BE MADE TO THE BRANDING LANGUAGE?**

395 A. The Kentucky ICA states that AT&T Kentucky either will or won't provide branding at
396 Sprint's request. However, the AT&T Illinois network is designed to always brand
397 CLEC OS/DA traffic.¹⁰ Thus, AT&T Illinois replaced the Kentucky ICA language with
398 the standard AT&T Illinois branding language.

399 ***GT&C Definitions of "Signaling Links" and "Signal Link Transport"***

400 **Q. WHAT CHANGES DID AT&T MAKE TO THE DEFINITIONS OF "SIGNALING**
401 **LINKS" AND "SIGNALING LINK TRANSPORT" IN THE KENTUCKY GT&C?**

402 A. AT&T deleted those definitions.

403 **Q. WHY?**

404 A. As I explained above, SS7 is no longer offered under the ICA. These definitions pertain
405 only to the former SS7 offering, and would now be extraneous.

406 **Q DOES THIS CONCLUDE YOUR DIRECT TESTIMONY**

407 A. Yes.

¹⁰ The CLEC may, however, elect not to play a branding announcement, in which case the call must still be processed as if a branding were to be heard. The result is that the end user will hear silence at the point where the branding would otherwise normally occur.